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Attorneys for Defendants, SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO. (erroneously sued as "Sun Diego"), RICH ILLES, and SCOTT MCLEOD (erroneously sued as "Scott Mcloud")

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

Nour Eddine Elasali, Plaintiff, vs. Sun Diego, Rich Illes, Scott Mcloud, John Swets, Lori Ortiz, Lorenzo Ortiz, DOES 1 - 100, Defendants.	**CASE NO: C 07 cv02272 W (JMA)** **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S REQUEST FOR JUDICIAL NOTICE FILED CONCURRENTLY AND IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION; OR IN THE ALTERNATIVE DUE TO A PARALLEL STATE ACTION PENDING.** Date: June 30, 2008 Judge: Hon. Thomas J. Whelan Dept: 7 [NO ORAL ARGUMENT PER LOCAL RULE]

Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD ("Defendants") hereby respectfully request that the Court take judicial notice as set forth below.

In the context of a Motion to Dismiss, review is limited to the contents in the complaint. Allarcom Pay Television, Ltd. v. General Instrument Corp., (9th Cir. 1995) 69 F.3d 381, 385. However, matters properly presented to the court, such as those attached to the complaint and incorporated within its allegations, may be considered as part of the Motion to Dismiss. Hal Roach Studios, Inc. v. Richard Feiner & Co., 896 F.2d 1542, 1555 n.19 (9th Cir. 1989). Where a plaintiff fails to attach to the complaint documents referred to therein, and upon which the complaint is premised, a defendant may attach to the motion to dismiss such documents in order to show that they do not support the plaintiffs claim. Pacific Gateway Exchange 169 F.Supp.2d 1160 at 1164; Branch v. Tunnell, (9th Cir. 1994) 14 F.3d 449, 454 (overruled on other grounds). Thus, the district court may consider the full texts of documents that the complaint only quotes in part. See In re Stac Electronics Sec. Lit., 89 F.3d 1399, 1405 n.4 (1996), cert denied, 520 U.S. 1103, 117 S. Ct. 1105 (1997). This rule precludes plaintiff "from surviving a Rule 12(b)(6) motion by deliberately omitting references to documents upon which their claims are based." Parrino v. FHP, Inc. (9th Cir. 1998) 146 F.3d 699, 705.

1. Defendants Seek Judicial Notice Of Plaintiff's Complaint Filed In State Court On July 3, 2007, As Well As Defendants' Demurrer To Said Complaint.

Defendants seek to take Judicial Notice of documents that have already been filed in the San Diego Superior Court. On July 3, 2007, Plaintiff filed a Complaint (in the San Diego Superior Court) against Defendants for the same nucleus of facts, and sought the same relief as the Plaintiff is seeking in the action filed in this Federal Court. (Please see Exhibit 1, which is a Certified Copy of Plaintiff's Complaint filed in State Court.) On May 13, 2008, Defendants filed a Demurrer to Plaintiff's Complaint filed in San Diego Superior Court. (Please see Exhibit 2, which is the Demurrer filed in State Court.) The hearing on the Demurrer is scheduled to be heard on July 11, 2008.

Judicial notice may be taken of the foregoing documents filed in the San Diego Superior Court pursuant to law. Defendant also requests judicial notice of a judicial document of another jurisdiction which is subject to judicial notice pursuant to Fletcher v. Norfolk Newspapers, Inc., 239 F.2d 169 (4th Cir. 1956). The Court may take judicial notice of pleadings of another court when those pleadings contain adjudicative facts relevant to the issue at hand. *See* Federal Rules of Evidence § 201; Papai v. Harbor Tug & Barge Co., 67 F.3d 203, 207 n.5 (9th Cir. 1995); reversed on other grounds, 520 U.S. 548 (1997). Thus, although each case must be viewed on its own merits, court is empowered to and does take judicial notice of court files and records. Schweitzer v Scott (1979, CD Cal) 469 F.Supp 1017, 4 Fed Rules Evid Serv 964.

Thus, Defendants request that judicial notice be taken of: (a) Plaintiff's State Court Complaint (filed in State Court on July 3, 2007) and (b) Defendants' Demurrer to said Complaint (filed in State

Court on May 13, 2008.) These documents are highly relevant to the case at hand, and judicial notice should be taken.

2. Defendants Seek Judicial Notice Of Plaintiff's June 16, 2006 "Notice of Case Closure", And "Right-To-Sue Notice".

On June 16, 2006, the Department of Fair Employment and Housing (the "DFEH" which is a department within the State of California, and specifically within the State and Consumer Services Department) issued Plaintiff a "Notice of Case Closure", and stated that the letter was also to be his "Right-To-Sue Notice." (Please see Exhibit 3.) Judicial notice may be taken of this document.

While a court "may take judicial notice of judicial or administrative proceeding that has direct relation to matters at issue, court can only take judicial notice of existence of those matters of public record, existence of motion or of representations having been made therein, but may not take judicial notice of veracity of arguments and disputed facts contained therein; similarly, court may take judicial notice of existence of certain matters of public record but may not take judicial notice of one party's opinion of how matter of public record should be interpreted." United States v S. Cal. Edison Co. (2004, ED Cal) 300 F.Supp.2d 964 (2005, ED Cal), motion to strike granted, in part, motion denied. Furthermore, judicial notice may be taken where there is no dispute as to authenticity of materials considered but is limited to law, legislative facts, or factual matters that are incontrovertible. Oneida Indian Nation v New York (1982, CA2 NY) 691 F.2d 1070, 11 Fed Rules Evid Serv 1002,(overruled on other grounds as stated in Cayuga Indian Nation v. Pataki (2005, CA2 NY) 413 F3d 266.

Consequently, Defendants seek to have this June 16, 2006 letter judicially noticed since it is directly related to the facts set forth within Plaintiff's Complaint (and there is no dispute as to the authenticity of the materials). This letter is also currently part of the San Diego Superior Court files (since it was filed in a Request for Judicial Notice, which was filed with Defendants' Demurrer on May 13, 2008.) Moreover, Defendants seek to have judicially noticed the fact that the DFEH gave Plaintiff a year to file a Complaint (pursuant to the letter), which means a Complaint would have to have been filed by June 16, 2007. The fact that a year from June 16, 2006 is June 16, 2007 is an indisputable fact.

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Lastly, Defendants seek to have judicially noticed the fact that Plaintiff's Complaint was not filed by June 16, 2007, which also is not disputable because of the Court-stamp located on the first page of the instant Complaint. Therefore, Defendants' Request for Judicial Notice should be granted in its entirety.

Respectfully submitted,

THE WATKINS FIRM, APC

Dated: June 3, 2008

MARK S. BAGULA. ESQ.
DAVINA A. B. BLOOM, ESQ.
Attorneys for Defendants,
SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD

EXHIBIT 1

PLD-PI-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
NourEddine ELASALi
PO Box 84764 SD CA. 92138

TELEPHONE NO: 619 414 8723 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name):

FOR COURT USE ONLY
NSI

CENTRAL DIVISION
2007 JUL -3 P
SUPERIOR COURT
COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 330 W. Broadway
MAILING ADDRESS: SD CA 92101
CITY AND ZIP CODE:
BRANCH NAME:

PLAINTIFF: ~~ELASALi~~ NourEddine ELASALi

+DEFENDANT: San Diego Charters Co. Rick ILLES, Scott Mcloud, John Swets

[✓] DOES 1 TO 100

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

[ ] **AMENDED (Number):**

Type (check all that apply):

[ ] **MOTOR VEHICLE** [✓] **OTHER (specify):** Harassment, Discrimination and wrongful termination

[ ] **Property Damage** [ ] **Wrongful Death**

[ ] **Personal Injury** [✓] **Other Damages (specify):**

Jurisdiction (check all that apply):

[ ] **ACTION IS A LIMITED CIVIL CASE**

Amount demanded [ ] **does not exceed $10,000**

[ ] **exceeds $10,000, but does not exceed $25,000**

[✓] **ACTION IS AN UNLIMITED CIVIL CASE (exceeds $25,000)**

[ ] **ACTION IS RECLASSIFIED by this amended complaint**

[ ] **from limited to unlimited**

[ ] **from unlimited to limited**

CASE NUMBER:
37-2007-00069543-CU-WT-CTL

1. **Plaintiff** (name or names): Nour Eddine ELASALi
alleges causes of action against **defendant** (name or names): San Diego Charters Co. ~~Scott~~ + Rich Illes, Scott Mcloud, John Swets and does 1 to 100.

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. Each plaintiff named above is a competent adult

a. [ ] **except plaintiff** (name):
   - (1) [ ] a corporation qualified to do business in California
   - (2) [ ] an unincorporated entity (describe):
   - (3) [ ] a public entity (describe):
   - (4) [ ] a minor [ ] an adult
     - (a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
     - (b) [ ] other (specify):
   - (5) [ ] other (specify):

b. [ ] **except plaintiff** (name):
   - (1) [ ] a corporation qualified to do business in California
   - (2) [ ] an unincorporated entity (describe):
   - (3) [ ] a public entity (describe):
   - (4) [ ] a minor [ ] an adult
     - (a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
     - (b) [ ] other (specify):
   - (5) [ ] other (specify):

[ ] Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

SHORT TITLE: ELASALI V. San Diego	CASE NUMBER: 37-2007-00069543-CU-WT-CTL

4. ☐ Plaintiff *(name):*
is doing business under the fictitious name *(specify):*

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person
a. ☑ **except** defendant *(name):* San Diego charters.co
(1) ☐ a business organization, form unknown
(2) ☑ a corporation
(3) ☐ an unincorporated entity *(describe):*

(4) ☐ a public entity *(describe):*

(5) ☐ other *(specify):*

b. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe):*

(4) ☐ a public entity *(describe):*

(5) ☐ other *(specify):*

c. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe):*

(4) ☐ a public entity *(describe):*

(5) ☐ other *(specify):*

d. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe):*

(4) ☐ a public entity *(describe):*

(5) ☐ other *(specify):*

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.
a. ☑ Doe defendants *(specify Doe numbers):* 1 to 100 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
b. ☑ Doe defendants *(specify Doe numbers):* 1 to 100 are persons whose capacities are unknown to plaintiff.

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are *(names):*

8. This court is the proper court because
a. ☑ at least one defendant now resides in its jurisdictional area.
b. ☑ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. ☑ injury to person or damage to personal property occurred in its jurisdictional area.
d. ☐ other *(specify):*

9. ☑ Plaintiff is required to comply with a claims statute, **and**
a. ☑ has complied with applicable claims statutes, **or**
b. ☐ is excused from complying because *(specify):*

PLD-PI-001

SHORT TITLE: El Asali V. San Diego	CASE NUMBER: 37-2007-00069543-CU-WT-CTL

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached):*
    - a. [ ] Motor Vehicle
    - b. [x] General Negligence
    - c. [x] Intentional Tort
    - d. [ ] Products Liability
    - e. [ ] Premises Liability
    - f. [x] Other *(specify):* Harrassment, Discrimination, wrongful termination . . .
      To be completed when I retain my attorney

11. Plaintiff has suffered
    - a. [x] wage loss
    - b. [ ] loss of use of property
    - c. [ ] hospital and medical expenses
    - d. [x] general damage
    - e. [ ] property damage
    - f. [ ] loss of earning capacity
    - g. [x] other damage *(specify):* To be completed by my attorney

12. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    - a. [ ] listed in Attachment 12.
    - b. [ ] as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    - a. (1) [x] compensatory damages
    - (2) [x] punitive damages

    The amount of damages is *(in cases for personal injury or wrongful death, you must check (1)):*
    - (1) [ ] according to proof To be completed by my attorney
    - (2) [ ] in the amount of: $

15. [ ] The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers):*
    To be completed by my attorney

Date: 07-03-07

Nour Eddine El Asali
(TYPE OR PRINT NAME)

▶ [signature]
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

SUPERIOR COURT SAN DIEGO COUNTY, CA

DATE: MAY 2 0 2008

Attest: A true copy,

Clerk of the Superior Court

By R Vela Deputy

R. Vela

3 pgs.

EXHIBIT 2

FILED
CIVIL BUSINESS OFFICE 5
CENTRAL DIVISION
2008 MAY 13 P 3:12
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
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Attorneys for Defendants, **SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES,** and **SCOTT MCLEOD**

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual, Plaintiff, vs. SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100, Defendants.	**CASE NO: 37-2007-00069543-CU-WT-CTL** **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT** Date: July 11, 2008 Time: 10:30 a.m. Judge: Hon. Yuri Hoffman Dept: 60

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that on Friday, July 11, 2008 at 10:30 a.m, or as soon thereafter as the matter may be heard before the Honorable Yuri Hoffman, Superior Court Judge, located in Department 60 of the San Diego County Superior Court - Central Division, located at 330 West Broadway, San Diego, California, 92101, Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD ("Defendants") shall demur to the Complaint of Plaintiff NOUR EDDINE ELASALI ("Plaintiff.")

Defendants' Demurrer is brought pursuant to Code of Civil Procedure § 430.10 (e) and (f), as specifically set forth below. Defendants' Demurrer is and will be made upon the grounds set forth in the accompanying Demurrer, and will be based upon this Notice, the Demurrer, the accompanying Memorandum of Points and Authorities, Request for Judicial Notice, the Notice of Lodgment, the

Declaration of Davina Bloom, and all records and pleadings on file herein, along with such other and further oral and documentary evidence as may be presented at the hearing thereon.

DEMURRER TO FIRST CAUSE OF ACTION FOR HARASSMENT

Defendants demur to the First Cause of Action of the Complaint herein separately and severally on each of the following grounds:

1. The Complaint fails to state facts sufficient to constitute a cause of action. Code of Civil Procedure §§430.10(e) and (f), and 430.30.

2. The allegations in the Complaint against Defendants are uncertain and not set forth with adequate specificity. Code of Civil Procedure §430.10(f).

3. Plaintiff's Complaint is procedurally improper as it is barred by the statute of limitations.

DEMURRER TO SECOND CAUSE OF ACTION FOR DISCRIMINATION

Defendants demur to the Second Cause of Action of the Complaint herein separately and severally on each of the following grounds:

1. The Complaint fails to state facts sufficient to constitute a cause of action. Code of Civil Procedure §§430.10(e) and (f), and 430.30.

2. The allegations in the Complaint against Defendants are uncertain and not set forth with adequate specificity. Code of Civil Procedure §430.10(f).

3. Plaintiff's Complaint is procedurally improper as it is barred by the statute of limitations.

DEMURRER TO THIRD CAUSE OF ACTION FOR WRONGFUL TERMINATION

Defendants demur to the Third Cause of Action of the Complaint herein separately and severally on each of the following grounds:

1. The Complaint fails to state facts sufficient to constitute a cause of action. Code of Civil Procedure §§430.10(e) and (f), and 430.30.

2. The allegations in the Complaint against Defendants are uncertain and not set forth with adequate specificity. Code of Civil Procedure §430.10(f).

3. Plaintiff's Complaint is procedurally improper as it is barred by the statute of limitations.

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DEMURRER TO FOURTH CAUSE OF ACTION FOR GENERAL NEGLIGENCE

Defendants demur to the Fourth Cause of Action of the Complaint herein separately and severally on each of the following grounds:

1. The Complaint fails to state facts sufficient to constitute a cause of action. Code of Civil Procedure §§430.10(e) and (f), and 430.30.

2. The allegations in the Complaint against Defendants are uncertain and not set forth with adequate specificity. Code of Civil Procedure §430.10(f).

3. Plaintiff's Complaint is improper, as Plaintiff is limited to contractual remedies, which are barred by the statute of limitations.

Respectfully submitted,

THE WATKINS FIRM, APC

Dated: May 13, 2008

MARK S. BAGULA, ESQ.
DAVINA A. B. BLOOM, ESQ.
Attorneys for Defendants,
SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD

FILED
CIVIL BUSINESS OFFICE 5
CENTRAL DIVISION

2008 MAY 13 P 3:12

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
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(858) 535-1511
(858) 535-1581 [Facsimile]

Attorneys for Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual, Plaintiff, vs. SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100 Defendants.	CASE NO: 37-2007-00069543-CU-WT-CTL **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER** Date: July 11, 2008 Time: 10:30 a.m. Judge: Hon. Yuri Hoffman Dept: 60

I. INTRODUCTION

This is a discrimination and wrongful termination case that was originally brought by NOUR EDDINE ELASALI (hereinafter "Plaintiff" or "ELASALI") against SUN DIEGO. The proper legal name for "SUN DIEGO" is SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO. (hereinafter "SURERIDE.") Plaintiff also brought suit against the following individuals: (1) RICH ILLES, who is the Owner and President of SURERIDE (hereinafter "ILLES"); (2) SCOTT MCLEOD, ERRONEOUSLY SUED AS SCOTT McLOUD (initials) who is an employee of SURERIDE (hereinafter "MCLEOD"); and (3) JOHN SWETS, who is a past employee of SURERIDE (hereinafter "SWETS".) Hereinafter, the following will be collectively referred to as "Defendants" for this Demurrer: (1) SURERIDE; (2) ILLES; and (3) MCLEOD.

Plaintiff's Causes of Action in its Complaint against Defendants are as follows: General Negligence, Harassment, Discrimination and Wrongful Termination. Defendants are demurring to Plaintiff's entire Complaint, and as to each cause of action.

II. GROUNDS FOR DEMURRER

A. A DEMURRER IS PROPER BECAUSE PLAINTIFF FAILS TO SET FORTH FACTS SUFFICIENT TO SUPPORT ANY OF HIS CAUSES OF ACTION.

The sole function of a demurrer is to test the sufficiency of the pleading it challenges. Pena v. Sita World Travel, Inc. (1978) 88 Cal.App. 642, 644. A defendant may demur on the grounds that a complaint: 1) fails to state facts sufficient to constitute a cause of action; or 2) contains allegations that are uncertain (i.e. ambiguous or unintelligible). Code of Civil Procedure § 430.10(e) and (f). A complaint fails to state facts sufficient to constitute a cause of action when a defect appears on the face of the complaint or from any matter of which the court is required or may take judicial notice. Code of Civil Procedure § 430.30.

A demurrer does not admit the contentions, deductions or conclusions of fact or law set forth by a plaintiff. Self-Insurers Security Fund v. Esis, Inc. (1988) 204 Cal.App.3d 1148, 1154. Additionally, a demurrer may be sustained without leave to amend where the nature of the Plaintiff's claim is clear and under the applicable substantive law it is plain that there can be no liability. Award Metals, Inc. v. Superior Court (1991) 228 Cal. App. 3d 1128, 1132.

B. NO ALLEGATIONS ARE SET FORTH WITH ADEQUATE SPECIFICITY.

Notwithstanding Plaintiff's apparent belief that the Complaint need only set forth conclusions, there is still a requirement that a cause of action be stated with certainty and without ambiguity. In other words, the cause of action must be stated in an intelligible and comprehensible manner to Defendants. Craig v. Los Angeles (1941) 44 Cal.App.2d 71. A complaint must contain a statement of facts constituting the cause of action in ordinary and concise language. Code of Civil Procedure § 430.10(f).

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III. LEGAL ARGUMENT

A. DEFENDANTS REQUEST THAT JUDICIAL NOTICE BE TAKEN.

Judicial notice may be taken for the following matters: "(b) regulations and legislative enactments issued by or under the authority of the United States or any public entity in the United States (c) Official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States." Evidence Code § 452(b) and (c). Moreover, judicial notice may be taken of "facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." Evidence Code § 452(h.) Judicial notice is compulsory upon request and furnishing "the court with sufficient information to enable it to take judicial notice of the matter." Evidence Code § 453(b.)

Specifically, when considering a demurrer, the Court will take judicial notice of records, such as admissions, and the like where they contain statements of the party or his agent that are inconsistent with the allegations of the pleading before the court. Del E. Webb Corp. v. Structural Materials Co. (1981) 123 Cal.App.3d 593, 595.

On June 16, 2006, the Department of Fair Employment and Housing (which is a department within the State of California, and specifically within the State and Consumer Services Department) issued Plaintiff a "Notice of Case Closure", and stated that the letter was also to be his "Right-To-Sue Notice." (Please see Exhibit 1.) Defendants seek to have this June 16, 2006 letter judicially noticed.

On a side note, Plaintiff's Right-To-Sue Notice should have been attached to Plaintiff's Complaint, wherein he needed to allege that all Administrative Remedies had been exhausted. Such was not done. Demurrer should be granted on this basis alone. CCP § 430.10(e) and (f).

B. PLAINTIFF'S COMPLAINT IS PROCEDURALLY IMPROPER AS IT IS BARRED BY THE STATUTE OF LIMITATIONS.

Plaintiff filed his Complaint against Defendants on July 3, 2007. However, on June 16, 2006, the Department of Fair Employment and Housing (hereinafter "DFEH") issued Plaintiff a "Notice of Case Closure", and stated that the letter was also to be his "Right-To-Sue Notice."

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This letter by the DFEH specifically states within it that any "civil action **must** be filed ***within one year from the date of this letter.***" (Emphasis added.) (Please see Exhibit 1.) Thus, since the letter to Plaintiff from the DFEH was dated June 16, 2006, Plaintiff had to file his Complaint by June 16, 2007. Such was not done. Plaintiff's Complaint was not filed until July 3, 2007. (See Court file.) Consequently, the Demurrer to Plaintiff's Complaint must be sustained, without leave to amend. Where a party has no reasonable ability to amend based upon undisputed facts, granting a demurrer without leave to amend is proper. The burden of proof regarding the reasonable probability of being able to amend is "squarely on Plaintiff." Price v. Dames & Moore (2001) 92 Cal.App.4th 355, 359.

Harassment/Discrimination Causes of Action have a one-year statute of limitations. LaChi Delisa Richards v. CH2M Hill, Inc. (2001) 26 Cal.4th 798, 811. A Wrongful Termination Cause of Action, as well as Harassment/Discrimination Causes of Action are also one year. Romano v. Rockwell International, Inc. (1996) 14 Cal.4th 479, 486.

C. PLAINTIFF'S COMPLAINT FAILS TO ALLEGE ANY ELEMENT IN ANY OF ITS CAUSES OF ACTION.

Although Plaintiff filed a document that is titled a "Complaint", it provides absolutely no facts to support any of its allegations. Importantly, Plaintiff alleges Harassment, Discrimination, and Wrongful Termination. However, by the face of the Complaint, Defendants do not know what type of harassment Plaintiff is alleging, what type of discrimination Plaintiff is alleging, or what was the cause of Plaintiff stating that he was wrongfully terminated (and the reason for said termination.)

1. Harassment and Discrimination Causes of Action

Plaintiff claims that Defendant failed to prevent Plaintiff from being harassed and discriminated against. Plaintiff did not allege the facts upon which this allegation is based; or what was the described protected status - i.e., race, gender, age, etc.

The essential elements for a Harassment and Discrimination Cause of Action are:

a. That Plaintiff was an employee of Defendant (or applied to Defendant for a job/was a person providing services under a contract with Defendant);

b. That Plaintiff was subjected to either:

(i) harassing conduct/discrimination because Plaintiff was believed to be/was associated with a person who was, or was associated with a person who was believed to be part of a protected status; or

(ii) retaliation because he opposed Defendant's unlawful and discriminatory employment practices, or filed a complaint with/testified before/or assisted in a proceeding before the Department of Fair Employment and Housing;

c. That Defendant failed to take reasonable steps to prevent the harassment/discrimination;

d. That Plaintiff was harmed; and

e. That Defendant's failure to take reasonable steps to prevent harassment/discrimination was a substantial factor in causing Plaintiff's harm. CACI 2527.

Plaintiff has not alleged a single one of these elements. As such, this Demurrer must be sustained. CCP § 430.10 (e) and (f).

2. Wrongful Termination In Violation Of Public Policy Cause Of Action

The essential elements for a Tortious Termination in Violation of Public Policy Cause of Action are:

a. That Plaintiff was employed by Defendant;

b. That Defendant discharged Plaintiff;

c. That Plaintiff's complaints to Defendant about his disability, his intention to file a workers' compensation claim and his complaints regarding overtime, meal/rest period violations, etc. were motivating reasons for Plaintiff's discharge; and

d. That the discharge caused Plaintiff harm. CACI 2430.

For the same reasons as the other causes of action, this Demurrer must be sustained. CCP § 430.10 (e) and (f).

3. Negligence Cause of Action

The basic elements of a negligence action are:

(1) The Defendant had a legal duty to conform to a standard of conduct to protect the Plaintiff;

(2) Defendant failed to meet this standard of conduct;

(3) Defendant's failure was the proximate or legal cause of the resulting injury; and

(4) Plaintiff was damaged.

Plaintiff's failure to allege each element should result in granting this Motion.

D. PLAINTIFF'S REMEDY IS LIMITED TO CONTRACTUAL REMEDIES, WHICH ARE BARRED BY THE STATUTE OF LIMITATIONS.

In light of the box checked in Plaintiff's Complaint, wherein Mr. Elasali checked the "General Negligence" box as a cause of action, it is important to point out that Defendants have no duty to Plaintiff for such a cause of action. As set forth above, a "legal duty" is required as an element of Negligence. Anderson v. Northrop Corporation (1988) 203 Cal.App.3d 772, 776. This was not shown; and cannot be shown since no legal duty exists here. Thus, a Negligence Cause of Action by Plaintiff employee against Defendants cannot be had.

Moreover, aside from there not being a legal duty in this case, Foley indicates that an employee is generally limited to a contractual remedy. Hine v. Dittrich (1991) 228 Cal.App.3d 59, 65; Foley v. Interactive Data Corporation (1988) 47 Cal.3d 654.[1] Further, by generally pleading negligence, Plaintiff is limited to a contractual remedy. Consequently, due to the fact that Plaintiff is limited to contractual remedies, and the statute of limitations bars Plaintiff's claims (as set forth above), Defendants' Demurrer should be sustained in its entirety, without leave to amend.

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[1] Although the Hine case has not been overruled, Plaintiff may argue that the California Supreme Court in Lazar rejected an interpretation of Foley, which relied in part on Hine for the proposition that the recovery of tort damages is precluded in cases where a plaintiff's claim arises from employment termination. Lazar v. Superior Court (1996) 12 Cal.4th 631, 647. However, the Lazar case is distinguishable, as it is limited to particular facts. The Lazar case deals with allegations of fraud, which requires specificity in pleading, and in general cannot be compared to a general tort action. As such, the Lazar case is not applicable.

In addition, the Lazar case does not apply to this case because Plaintiff Elasali's alleged injuries from any alleged intentional tortious behavior by Defendants did not occur but for the employment termination. Lazar v. Superior Court (1996) 12 Cal.4th 631, 647. Thus, the Hines case is highly pertinent to the case at hand, unlike Lazar.

IV. CONCLUSION

For the forgoing reasons, Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD respectfully requests that the Court sustain, without leave to amend, their demurrer to the entire Complaint.

THE WATKINS FIRM, APC

DATED: May 13, 2008 BY: [signature]

MARK S. BAGULA, ESQ.
DAVINA A. B. BLOOM, ESQ.
Attorneys for Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD

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2008 MAY 13 P 3:12

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
THE WATKINS FIRM, APC
A Professional Corporation
4520 Executive Drive, Suite 105
San Diego, CA 92121
(858) 535-1511
(858) 535-1581 [Facsimile]

Attorneys for Defendants, **SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES**, and **SCOTT MCLEOD**

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual, Plaintiff, vs. SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100, Defendants.	**CASE NO: 37-2007-00069543-CU-WT-CTL** **DECLARATION OF DAVINA BLOOM IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT** Date: July 11, 2008 Time: 10:30 a.m. Judge: Hon. Yuri Hoffman Dept: 60

I, Davina A. B. Bloom, declare:

1. I am an attorney of record and moving party with respect to the instant Demurrer. This declaration is prepared in support of Defendants Sureride Charter, Inc. dba Sun Diego Charter Co., Rich Illes, and Scott Mcleod's Demurrer to Plaintiff's Complaint. I have personal knowledge of the facts set forth herein, and if called as a witness I could competently testify thereto.

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2. I have personally reviewed the June 16, 2006 correspondence to Plaintiff from the Department of Fair Employment and Housing (hereinafter "DFEH".) The DFEH is a department within the State of California, and specifically within the State and Consumer Services Department. The DFEH issued Plaintiff a "Notice of Case Closure" letter, and further stated that the letter was also to be Plaintiff's "Right-To-Sue Notice" (attached as Exhibit "1" to Defendants' Demurrer to Plaintiff's Complaint is a true and correct copy of this document from a judicially noticeable governmental body.)

I declare under penalty of perjury in to the laws of the State of California that the foregoing is true and correct. Executed at San Diego, California on May 13, 2008.

Davina A. B. Bloom

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
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SAN DIEGO COUNTY, CA

VIA FAX

Attorneys for Defendants, **SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES**, and **SCOTT MCLEOD**

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual,

Plaintiff,

vs.

SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100,

Defendants.

CASE NO: 37-2007-00069543-CU-WT-CTL

DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO PLAINTIFF'S COMPLAINT

Date: July 11, 2008
Time: 10:30 a.m.
Judge: Hon. Yuri Hoffman
Dept: 60

Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD ("Defendants") hereby respectfully request that the Court take judicial notice as set forth below.

Judicial notice may be taken for the following matters: "(b) regulations and legislative enactments issued by or under the authority of the United States or any public entity in the United States (c) Official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States." Evidence Code § 452(b) and (c). Moreover, judicial notice may be taken of "facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." Evidence Code § 452(h). Judicial notice is compulsory upon request and furnishing "the court with sufficient information to enable it to take judicial notice of the matter." Evidence Code § 453(b).

Specifically, when considering a demurrer, the Court will take judicial notice of records, such as admissions, and the like where they contain statements of the party or his agent that are inconsistent with the allegations of the pleading before the court. Del E. Webb Corp. v. Structural Materials Co. (1981) 123 Cal.App.3d 593, 595.

On June 16, 2006, the Department of Fair Employment and Housing (which is a department within the State of California, and specifically within the State and Consumer Services Department) issued Plaintiff a "Notice of Case Closure", and stated that the letter was also to be his "Right-To-Sue Notice." (Please see Exhibit 1 to Defendants SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD's Memorandum of Points and Authorities in support of its Demurrer, which has been concurrently filed with this Request for Judicial Notice.) Defendants seek to have this June 16, 2006 letter judicially noticed.

On a side note, Plaintiff's Right-To-Sue Notice should have been attached to Plaintiff's Complaint, wherein he needed to allege that all Administrative Remedies had been exhausted. Such was not done. Demurrer should be granted on this basis alone. CCP § 430.10(e) and (f).

Respectfully submitted,

THE WATKINS FIRM, APC

Dated: May 13, 2008

MARK S. BAGULA, ESQ.
DAVINA A. B. BLOOM, ESQ.
Attorneys for Defendants,
SURERIDE CHARTER, INC. DBA
SUN DIEGO CHARTER CO., RICH ILLES, AND
SCOTT MCLEOD

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2008 MAY 13 P 3:13

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SAN DIEGO COUNTY, CA

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
THE WATKINS FIRM, APC
A Professional Corporation
4520 Executive Drive, Suite 105
San Diego, CA 92121
(858) 535-1511
(858) 535-1581 [Facsimile]

Attorneys for Defendants, **SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES**, and **SCOTT MCLEOD**

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual, Plaintiff, vs. SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100, Defendants.	**CASE NO: 37-2007-00069543-CU-WT-CTL** **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S NOTICE OF LODGMENT IN SUPPORT OF DEMURRER TO PLAINTIFF'S COMPLAINT** Date: July 11, 2008 Time: 10:30 a.m. Judge: Hon. Yuri Hoffman Dept: 60

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that Defendants SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD ("Defendants") hereby lodge the following documents in support of its Demurrer to Plaintiff's Complaint as follows:

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1. Exhibit 1 - A true and correct copy of June 16, 2006 correspondence to Plaintiff from the Department of Fair Employment and Housing (which is a department within the State of California, and specifically within the State and Consumer Services Department), wherein the DFEH issued Plaintiff a "Notice of Case Closure", and further stated that the letter was also to be Plaintiff's "Right-To-Sue Notice."

Respectfully submitted,

THE WATKINS FIRM, APC

Dated: May 13, 2008

MARK S. BAGULA. ESQ.
DAVINA A. B. BLOOM, ESQ.
Attorneys for Defendants,
SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD

EXHIBIT 1

STATE OF CALIFORNIA • STATE AND CONSUMER SERVICES AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
1350 Front Street, Suite 3005 San Diego, CA 92101
(619) 645-2681 TTY (800) 700-2320 Fax (619) 645-2683
www.dfeh.ca.gov

June 16, 2006

NOUR EDDINE ECASALI
P O Box 6952
San Diego, CA 92116

RE: E200506D0242-00-re/37AA513480
ECASALI/SAN DIEGO CHARTERS COMPANY dba SURERIDE

Dear NOUR EDDINE ECASALI:

NOTICE OF CASE CLOSURE

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed on the basis of: No Probable Cause To Prove A Violation Of The Statute.

Please be advised that this recommendation has been accepted and the case has been closed effective June 16, 2006.

This letter is also your Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of Government Code section 12948 which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7 or 54, you should consult an attorney about the applicable statutes of limitation. If you signed a settlement agreement resolving your complaint, it is likely that you have waived your right to file a private lawsuit.

Notice of Case Closure
Page Two

This case may be referred to the U.S. Equal Employment Opportunity Commission for further review. If so, pursuant to Government Code section 12965, subdivision (d)(1), your right to sue will be tolled during the pendency of EEOC's review of your complaint.

The Department of Fair Employment and Housing does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,

Belinda LeDoux

Belinda LeDoux
District Administrator

cc: Case File

Richard Illes
CEO
SAN DIEGO CHARTERS COMPANY dba SURERIDE
2020 Hoover Avenue
National City, CA 91950

MARK S. BAGULA, ESQ. [CSB No. 171141]
DAVINA A. B. BLOOM, ESQ. [CSB No. 236850]
THE WATKINS FIRM, APC
A Professional Corporation
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Attorneys for Defendants, SURERIDE CHARTER, INC. dba SUN DIEGO CHARTER CO., RICH ILLES, and SCOTT MCLEOD

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - CENTRAL DISTRICT

NOUR EDDINE ELASALI, an individual, Plaintiff, vs. SUN DIEGO CHARTERS CO., RICH ILLES, SCOTT MCLOUD, JOHN SWETS, and DOES 1 - 100, Defendants.	**CASE NO: 37-2007-00069543-CU-WT-CTL** **PROOF OF SERVICE** Date: July 11, 2008 Time: 10:30 a.m. Judge: Hon. Yuri Hoffman Dept: 60

I am a citizen of the United States, over the age of eighteen years, and not a party to or interested in the above-entitled cause. I am an employee of THE WATKINS FIRM, APC and my business address is 4520 Executive Drive, Suite 105, San Diego, CA 92121. I am readily familiar with the business practice for collection and processing of correspondence. On this date, I served:

1. **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT;**

2. **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER;**

3. **DECLARATION OF DAVINA BLOOM IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT;**

///

4. **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO PLAINTIFF'S COMPLAINT;**

5. **DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD'S NOTICE OF LODGMENT IN SUPPORT OF DEMURRER TO PLAINTIFF'S COMPLAINT;**

6. **[PROPOSED] ORDER GRANTING DEMURRER OF DEFENDANTS SURERIDE CHARTER, INC. DBA SUN DIEGO CHARTER CO., RICH ILLES, AND SCOTT MCLEOD TO PLAINTIFF'S COMPLAINT; and**

7. **PROOF OF SERVICE**

XX By U.S. Mail. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at 4520 Executive Drive, Suite 105, San Diego, California in the ordinary course of business. I am aware on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

❑ By Overnight Delivery. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

❑ By Messenger Service. I served the documents by placing them in a n envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service.

❑ By fax transmission. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

XX By e-mail or electronic transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

❑ By Personal service. I personally delivered the documents to the persons listed below. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the ours of eight in the morning and six in the evening.

JOHN SWETS
1523 Wilson Avenue
National City, CA 91950
E-mail: johnswets@cox.net

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. EXECUTED on May 13, 2008 at San Diego, California.

DAVID E. MICHAEL

EXHIBIT 3

STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY
ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
1350 Front Street, Suite 3005 San Diego, CA 92101
(619) 645-2681 TTY (800) 700-2320 Fax (619) 645-2683
www.dfeh.ca.gov

June 16, 2006

NOUR EDDINE ECASALI
P O Box 6952
San Diego, CA 92116

RE: E200506D0242-00-re/37AA513480
ECASALI/SAN DIEGO CHARTERS COMPANY dba SURERIDE

Dear NOUR EDDINE ECASALI:

NOTICE OF CASE CLOSURE

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed on the basis of: No Probable Cause To Prove A Violation Of The Statute.

Please be advised that this recommendation has been accepted and the case has been closed effective June 16, 2006.

This letter is also your Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of Government Code section 12948 which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7 or 54, you should consult an attorney about the applicable statutes of limitation. If you signed a settlement agreement resolving your complaint, it is likely that you have waived your right to file a private lawsuit.

Notice of Case Closure
Page Two

This case may be referred to the U.S. Equal Employment Opportunity Commission for further review. If so, pursuant to Government Code section 12965, subdivision (d)(1), your right to sue will be tolled during the pendency of EEOC's review of your complaint.

The Department of Fair Employment and Housing does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,

Belinda LeDoux

Belinda LeDoux
District Administrator

cc: Case File

Richard Illes
CEO
SAN DIEGO CHARTERS COMPANY dba SURERIDE
2020 Hoover Avenue
National City, CA 91950